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9 Attorney for Debtors
10 JEFFREY SCOTT NEITHERCUTT &
11 BECKY LYDIA NEITHERCUTT

12 UNITED STATES BANKRUPTCY COURT
13
14 EASTERN DISTRICT OF CALIFORNIA

15 In re: Case No.: 15-27566-C-13C
16
17 JEFFREY SCOTT NEITHERCUTT & In Chapter 13
18 BECKY LYDIA NEITHERCUTT, Mtn. Ctrl. No.: RAC-1

19 EXHIBITS

20 Date: November 24, 2015
21 Time: 2:00 p.m.
22 Ctrm: 33
23 Dept: C

24 Debtors.

25
26 Debtors, JEFFREY SCOTT NEITHERCUTT & BECKY LYDIA NEITHERCUTT, hereby submit
27 the following Exhibits in support of Motion to Value Collateral of CRHMFA HOMEBUYERS FUND:

28 Exhibit "A" - CHF Loan and Security Agreement (and Grant)

Exhibit "B" – Schedule B

29 DATED: October 21, 2015 By: /s/ Richard Allaye Chan, Jr.
Richard Allaye Chan, Jr.

EXHIBIT A



CHF LOAN AND SECURITY AGREEMENT (AND GRANT)

BORROWER CO-CORROWER FILE #
 Jeff Neithercutt Becky Neithercutt 2036

For Internal Use Only

CHF LOAN AND SECURITY AGREEMENT (AND GRANT)

This Loan and Security Agreement ("Agreement") is made by and between the borrower(s) listed below ("you" or "Borrower") and CRHMF Homebuyers Fund ("CHF"), 1215 K Street, Suite 1650, Sacramento, CA 95814.					
BORROWER Jeff Neithercutt			CO-BORROWER Becky Neithercutt		
MAILING ADDRESS 958 K Street			MAILING ADDRESS 958 K Street		
CITY Davis	STATE CA	ZIP 95616	CITY Davis	STATE CA	ZIP 95616
"Agreement Date" means the date Borrower signs this Agreement, as evidenced by the date on the signature block below. If there is more than one Borrower, the Agreement Date is the date that the last Borrower signs this Agreement, as evidenced by the date on the signature block below.					

1. TRUTH IN LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
0.056%	\$0.00	\$64,725.00	\$64,725.00
Your payment schedule will be as follows:			
NUMBER OF PAYMENTS	MONTHLY PAYMENT AMOUNT	WHEN PAYMENTS ARE DUE	
180	\$359.58	Monthly, beginning 2/1/2012 (ESTIMATED)	

2. ITEMIZATION OF AMOUNT FINANCED.

- \$64,250.00 paid into the escrow (established pursuant to Section 10), on your behalf, and to be disbursed pursuant to the separate escrow instructions of Borrower.
- \$250.00 paid to CRHMF Homebuyers Fund for loan processing fee.
- \$25.00 paid to North American Title Company for sub-escrow fees.
- \$110.00 paid to North American Title Company for lender's policy.
- \$90.00 paid to North American Title Company for processing, wire and recording fees.
- \$275.00 prepaid finance charge (above disclosed loan processing and sub-escrow fees).

3. CONDITIONS TO FUNDING.

CHF's obligation to make/fund this Loan ("Loan") is subject to the full and complete satisfaction of the conditions set forth in section 9 (see reverse) (the "Conditions"). CHF will not make/fund this Loan until the Conditions are satisfied. If the Conditions are not satisfied within ninety (90) days of the Agreement Date (or any earlier date specified in this Agreement for the satisfaction of any particular condition set forth in section 9), CHF will have the right, but not the obligation, to terminate this Agreement without further obligation to you.

4. GRANT, CONDITIONS.

Addition to the Loan, you have been conditionally approved for a grant in the amount of \$1,950.00 (the "Grant"). The Grant is comprised of the following components: (1) \$400.00 for the initial energy audit; (2) \$300.00 for the final energy audit; and \$1,250.00 to reduce the cost of the energy efficiency improvements to your Property. CHF will not issue the Grant to you unless all of the Conditions to Loan funding set forth in Section 9 are satisfied. If you do not receive the Loan, you will not receive the Grant. Upon Loan funding, the Grant, together with the Loan proceeds, will be released to the escrow established pursuant to Section 10.

5. INTEREST.

Interest will be charged on that part of the principal which has not been paid. Interest will be charged beginning on the date the Loan funds are disbursed, and will continue until the full amount of principal has been paid. Interest is computed on the basis of a 365-day year.

6. LATE FEE.

Should you fail to make any payment under this Agreement within 15 days after such payment is due, you will be charged a late fee of 5% of the late payment, or \$5.00, whichever is greater.

7. PREPAYMENT, PAYOFF.

You may prepay this Loan in whole or in part at any time without penalty. Whenever a prepayment is made, you must include a written notice with the payment identifying it as a prepayment. If you wish to pay the Loan balance in full, information about the payoff figures will be furnished upon request by calling (855) 740-8422.

The CHF Residential Energy Retrofit Program is sponsored by CRHMF Homebuyers Fund (CHF), a California Joint Powers Authority. Funding for the program is made possible through a grant award from the Energy Commission Energy Resources Conservation and Development Commission of the State of California. Program restrictions apply. Call CHF at (855) 740-8422 for details.



CHF LOAN AND SECURITY AGREEMENT (AND GRANT)

BORROWER CO-CORROWER FILE #
 Jeff Neithercutt Becky Neithercutt 2036

8. SECURITY INTEREST PROVISIONS.

8.1 You may prepay this Loan in whole or in part at any time without penalty. Whenever a prepayment is made, you must include a written notice with the payment identifying it as a prepayment. If you wish to pay the Loan balance in full, information about the payoff figures will be furnished upon request by calling (855) 740-8422.

Collateral Description (if equipment, include model numbers):

1. Lennox 2.5 ton A/C = KC14-030 Coil = LC23/3719BG Furnace = G61 MPV-36B-071 UPFLOW
2. 16 seer 13 eer 95° afue 2 heat/1 cool Thermostat Vision Pro 8000 ARI = 3333946
3. Panel 14 x Schuco USA Model MPE 235 PS 09
4. Inverters Area 1 1 SMA America Model SB4000US
5. 40 Gallon State GS6 40 OCT Water Heater

The Collateral is located at and related to the following real property (the "Property"): STREET ADDRESS CITY STATE ZIP
 958 & 960 K Street Davis CA 95616

8.2 CHF will record a Financing Statement as a "Fixture Filing" in the County where the Property is located. The Financing Statement will encumber the Collateral and will describe the Property to which it relates. You authorize CHF to prepare and file and/or record a Financing Statement and such other documents as may be required to perfect and maintain CHF's security interest in the Collateral. Refer to the Fixture Filing Disclosure Statement delivered to you for additional information.

8.3 You promise:

- A. To pay all amounts owed to CHF when they are due.
- B. To pay all expenses, including attorneys' fees, incurred by CHF in the perfection, preservation, realization, and enforcement of CHF's security interest in the Collateral.
- C. To indemnify CHF against loss of any kind, including reasonable attorneys' fees, caused to CHF by reason of its interest in the Collateral.
- D. To keep the Collateral in good repair.
- E. Not to sell, lease, transfer or otherwise dispose of a legal or equitable interest in the Collateral without CHF's prior written consent.
- F. Not to permit any additional liens upon the Collateral.
- G. To maintain fire and casualty insurance on the Property (including the Collateral) in a reasonable amount.
- H. To pay all taxes on the Property when due.
- I. To perform all acts necessary to maintain, preserve and protect the Collateral.
- J. Not to remove or sever the Collateral from the Property.

8.4 You warrant that you own the Property and are authorized to grant the security interests in the Collateral and make the covenants set forth above.

9. **CONDITIONS TO LOAN FUNDING AND GRANT.** CHF shall have no obligation to fund this Loan, to issue the Grant, or to pay any other amount to you unless and until all of the following Conditions are satisfied:

- 9.1 You and Contractor have each delivered to CHF a fully executed CHF form "Certification of Completion" (with all required attachments) certifying that the work required to be performed pursuant to the Home Improvement Contract between you and the Contractor has been performed as agreed. (As used in this Agreement, the term "Contractor" shall mean a CHF approved contractor with whom you have contracted to perform energy efficient improvements to the Property.)
 - 9.2 CHF has received and approved a fully executed CHF form "Post-Construction Energy Audit Confirmation" from a CHF approved auditor.
 - 9.3 Contractor has delivered lien releases to you (with copies to CHF) that will, upon full payment to Contractor, be effective to waive and release all mechanics' and materialmen's liens in connection with or related to the work performed by Contractor on the Property.
 - 9.4 You have fully executed and delivered to CHF all Loan and other documents required by CHF on or before the tenth (10th) business day following the Agreement Date.
 - 9.5 You have not exercised your 3-day right to rescind/cancel this Agreement.
10. **ESCROW.** Funding of the Loan and issuance of the Grant will be made through an escrow opened to facilitate Loan closing. CHF will choose the escrow company; however, Borrower shall have the right to choose a different escrow company, subject to CHF's reasonable approval and Borrower's out-of-pocket payment of any and all additional costs.

The CHF Residential Energy Retrofit Program is sponsored by CRHFA Homebuyers Fund (CHF), a California Joint Powers Authority. Funding for the program is made possible through a grant award from the Energy Commission Energy Resources Conservation and Development Commission of the State of California. Program restrictions apply. Call CHF at (855) 740-8422 for details.



EXHIBIT B

In re **Jeffrey Scott Neithercutt,
Becky Lydia Neithercutt**

Case No. **15-27566**

Debtors

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand		Cash on Hand In Debtor's Possession	C	20.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Checking Account #...2066 Patelco Credit Union	C	0.00
		Savings Account #...2066 Patelco Credit Union	C	0.00
		Checking Account #...8166 Travis Credit Union	C	0.00
		Savings Account #...8166 Travis Credit Union	C	0.00
		Checking Account #...9875 Travis Credit Union	C	400.00
		Savings Account #...9875 Travis Credit Union	C	10.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Household Goods and Furnishings In Debtor's Possession (no individual item over \$650 in value)	C	4,035.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.		Misc. books, pictures, CDs and DVDs	C	2,200.00
6. Wearing apparel.		Wearing Apparel In Debtor's Possession	C	600.00
7. Furs and jewelry.		Jewelry In Debtor's Possession	C	500.00

Sub-Total > **7,765.00**
(Total of this page)

3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Jeffrey Scott Neithercutt,
Becky Lydia Neithercutt**Case No. **15-27566**

Debtors

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
8. Firearms and sports, photographic, and other hobby equipment.		Firearms 1-Glock 17 - \$200 1-Glock 27 - \$200	C	400.00
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		Term Life Insurance Policy #...3790 - No Cash Value Farmers	C	0.00
		Term Life Insurance Policy #...8300 - No Cash Value Farmers	C	0.00
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.		CALPERS	C	157,346.05
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		100% Interest in Computer Integration Assets Notebook - \$250.00 2 Laptops - \$275.00 Dell Work Station and Printer - \$750.00 Computer Cleaning Supplies - \$25.00 Small Computer Tools - \$50.00	C	1,350.00
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			

Sub-Total > **159,096.05**
(Total of this page)

Sheet 1 of 3 continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Jeffrey Scott Neithercutt,
Becky Lydia Neithercutt**Case No. **15-27566**

Debtors

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		Court Ordered Restitution (Debtors' house was robbed. Court ordered restitution be paid to Debtors. Debtors receive about \$50 every 4 months)	C	1,750.00
22. Patents, copyrights, and other intellectual property. Give particulars.		Tactical Hacking for the Law Enforcement Professional Debtor has entered into an agreement with Police Technical dba Police Publishing for the publication of his text book. It is unknown at this time what the success of the publication will be and how much the Debtor can expect to net from his royalties. The book will be sold for approximately \$100 per unit. Debtor's royalty will be 10% per unit. Debtor proposes to pay all royalties received from the book into the plan as additional payments.	C	Unknown
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2006 Acura MDX-143k miles - Fair Condition In Debtor's Possession	C	7,785.00
		1997 Honda CP - 280k miles - Fair Condition In Debtor's Possession	C	724.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			

Sub-Total > **10,259.00**
(Total of this page)

Sheet 2 of 3 continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Jeffrey Scott Neithercutt,
Becky Lydia Neithercutt**

Case No. **15-27566**

Debtors

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	2 dogs 2 cats		C	0.00
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.		*Lennox 2.5 ton A/C = xc14-030 Coil = LC23,37Y9BG = G61 MPV-36B-071 UPFLOW-\$850.00 *16 seer 13 eer95% afue 2 heat, 1 cool Thermostat Vision Pro 8000 ARI=333946 - \$50.00 *Panel 14xSchuco USA Model MPR 235 PS 09 - \$1,680.00 *Inverters Area 1 1 SMA American Model SB4000US- \$1,600.00 *40 Gallon State GS^ 40 YOCT Water Heater - \$800.00	C	4,980.00

Sub-Total > **4,980.00**

(Total of this page)

Total > **182,100.05**

(Report also on Summary of Schedules)